SUPREME COURT

OF THE

STATE OF CONNECTICUT

S.C. 19797

LYME LAND CONSERVATION TRUST, INC., AND GEORGE JEPSEN, ATTORNEY GENERAL OF CONNECTICUT
PLAINTIFFS-APPELLEES

v.

BEVERLY PLATNER
DEFENDANT-APPELLANT

BRIEF OF THE PLAINTIFF-APPELLEE GEORGE JEPSEN, ATTORNEY GENERAL OF CONNECTICUT

FOR THE PLAINTIFF-APPELLEE
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INTRODUCTION

This appeal challenges the Trial Court's decision that the defendant, Beverly Platner, violated numerous restrictions in a Declaration of Restrictive Covenants (the "Declaration") that protected a large portion of her property (the "Protected Area"). The restrictions in the Declaration (the "Restrictions") include prohibitions, among other things, against placing structures on the Protected Area, placing soil and sand on the Protected Area, and destroying trees, grasses, or other vegetation.

The plaintiffs, the Lyme Land Conservation Trust, Inc. (the "Land Trust") and the Attorney General, established, and the trial court found, that the defendant had landscaped all of her property to resemble a manicured estate. Specifically, in the Protected Area, grasses and soil were removed, soil and sand were deposited, flowers and ornamental shrubs were planted, the natural grasses in the field were destroyed, and the understory in the forested area was reduced to an unnatural state, all in violation of the Declaration.

The defendant was unable to establish that her conduct was protected by the reservations in the Declaration (the "Reservations"): specifically, that her violations of the Restrictions were allowed by her right "to conduct and engage in the cultivation and harvesting of crops, flowers and hay; the planting of trees and shrubs and the mowing of grass . . . ." (Declaration, section 2.2; Defendant's Appendix, p. A44; hereinafter, "DApp., A44.")[1]

The trial court correctly determined that the defendant's conduct violated the Restrictions and was not encompassed by the Reservations.

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[1] The Attorney General will cite to the defendant's Appendix rather than creating an additional duplicative appendix.

COUNTER-STATEMENT OF THE FACTS

The defendant purchased the property at 66 Selden Road in Lyme, Connecticut, on May 3, 2007. (DApp., A29.) At that time, the Declaration burdened her property by protecting approximately 17 acres of the land with a conservation restriction that is set forth in the Declaration. The Declaration's overall purpose is "to assure retention of the premises predominantly in their natural, scenic or open condition and in agricultural, farming, forest and open space use and to assure competent, conscientious and effective preservation and management in such condition and use." (DApp., A44.) To that end, the Declaration restricts certain conduct and use on the property:

1.1 No . . . temporary or permanent structure will be constructed, placed or permitted to remain upon the Protected Areas.

1.2 No soil, loam, peat, sand, gravel or other mineral substance . . . will be placed, stored or permitted to remain thereon.

1.3 No soil, loam, peat, sand, gravel, rock, mineral substance or other earth product or material shall be excavated or removed therefrom.

1.4 No trees, grasses or other vegetation thereon shall be cleared or otherwise destroyed.

1.5 No activities or uses shall be conducted thereon, which are detrimental to . . . wildlife or habitat preservation.

1.6 No snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other vehicles of any kind shall be operated thereon.

1.7 Except as may otherwise be necessary or appropriate, as determined by the Grantee, to carry out beneficial and selective non-commercial forestry practices, all woodland thereon shall be kept in a state of natural wilderness.

(D.App., A42-A43.)

Although the Declaration includes the above Restrictions, it also contains several Reservations that permit the following conduct that is consistent with conservation purposes but nonetheless might possibly violate the Restrictions.

2.1 To create and maintain views and sight lines from residential property of the Grantor by the selective cutting, pruning or trimming of vegetation, provided that such action shall not have a significant adverse impact upon the Protected Areas.

2.2 To conduct and engage in the cultivation and harvesting of crops, flowers and hay; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection therewith.

2.3 The cultivation and harvesting of forest products in accordance with sound non-commercial forestry practices.

2.4 To maintain, repair, reconstruct and replace any utility poles and associated appurtenances thereto located upon the Protected Areas at the effective date hereof.

2.5 To continue the use of the Protected Areas for all purposes not inconsistent with the restrictions set forth in ARTICLE I above.

(DApp., A43.) The clear intent of the Reservations is to allow the reserved conduct in the Protected Area notwithstanding its prohibition by the Restrictions.

The Land Trust brought this action on or about October 9, 2009, initially seeking a declaratory judgment to resolve substantial questions and issues in dispute with respect to the Declaration and the Protected Areas subject to the Restrictions. On June 9, 2011, the court granted a Motion to Amend the Complaint, whereby the Land Trust withdrew the declaratory judgment claim and inserted a claim against the defendant for violations of the Declaration.

In its Amended Complaint, the Land Trust alleged that the defendant had violated the Declaration by, among other things, "cutting and thinning the forest and/or the forest

understory in that area identified as 'Large Hardwood and Shrubs' on Exhibit D without the plaintiff's determination that such activity is necessary or appropriate to carry out beneficial and selective non-commercial forestry practices in violation of Section 1.7 of the Conservation Restriction" and "destroying existing natural and native grasses and vegetation in the Protected Areas and replacing them with lawn and ornamental landscaping in violation of Section 1.4 of the Conservation Restriction." (DApp., A17.) The Land Trust sought injunctive relief to prohibit any further violations of the Declaration and to require the defendant to return the Protected Areas to the condition they were in when she purchased it. (DApp., pp. 18-20.)

The Attorney General moved to intervene in this case on January 30, 2013, pursuant to his authority under Conn. Gen. Stat. §§ 47-42c and 52-560a. Section 47-42c provides in relevant part: "The Attorney General may bring an action in the Superior Court to enforce the public interest in [conservation and preservation] restrictions." The definition of a conservation restriction, which is the restriction of interest in this case, provides:

> "Conservation restriction" means a limitation, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land described therein, including, but not limited to, the state or any political subdivision of the state, or in any order of taking such land whose purpose is to retain land or water areas predominantly in their natural, scenic or open condition or in agricultural, farming, forest or open space use.

Conn. Gen. Stat. § 47-42a(a).

Paul B. Selden, the grantor of the Declaration in the present case, used the statutory language of § 47-42a(a) in his Declaration:

> The purpose of these restrictive covenants is to assure retention of the premises *predominantly in their natural, scenic or open condition and in agricultural, farming, forest and open space use* and to assure

> competent, conscientious and effective preservation and management in such condition and use. Said restrictions are intended as "conservation restrictions" as that term is defined in Section 47-42a of the Connecticut General Statutes.

(Emphasis added; DApp., A44.) Indeed, Mr. Selden not only used the language of the statute but also included the statutory citation in his Declaration.

In addition, Conn. Gen. Stat. § 52-560a provides in relevant part:

> Any owner of open space land or holder of a conservation easement subject to the provision of subsection (b) of this section or the Attorney General may bring an action in the superior court for the judicial district where the land is located against any person who violated the provisions of said subsection . . . .

As such, the Attorney General has direct jurisdiction to bring an enforcement action against anyone in violation of Conn. Gen. Stat. § 52-560a(b), which provides:

> No person may encroach or cause another person to encroach on open space land or on any land for which the state, a political subdivision of the state or a nonprofit land conservation organization holds a conservation easement interest, without the permission of the owner of such open space land or holder of such conservation easement or without other legal authorization.

On May 30, 2013, the Trial Court granted the Attorney General's Motion to Intervene.

The Trial Court found numerous violations of the Restrictions.[2] The Trial Court found that the defendant had "proceeded to destroy the existing preserved areas on the defendant's property." (DApp., A115.) Although this appears to be a generalized statement, the defendant was prohibited from destroying trees, grasses, or other vegetation. (Restriction 1.4, DApp., A42.)

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[2] Upon completion of the trial, the Trial Court issued its decision verbally from the bench. (DApp., pp. A115–19.) Several weeks later, the Trial Court issued a written decision that included more detail. (DApp., pp. A121–23.) And several months after that, the Trial Court issued its order with respect to remediation, finding facts in support of its order. (DApp., pp. A135–37.)

The Trial Court specifically noted the difference in the before and after pictures of the Protected Area and found that "the defendant's actions were willful and caused great damage to the protected area's natural condition which the defendant was obligated to retain." (DApp., A122.) It specifically found that "literally tons of soil and sand have been placed on the protected areas, to say nothing of the huge amounts of fertilizer used to install this overreaching landscaping project . . . ." (DApp., A122.)

The Trial Court also identified violations of the Declaration within its remediation order. It found, "[t]he irrigation system installed in the restricted portion of defendant's property should properly be removed, but that will cause more damage than good." (DApp., A141.) If the irrigation system should be properly removed, then its installation violated a Restriction—Restriction 1.1, specifically: "No . . . temporary or permanent structure will be constructed, placed or permitted to remain upon the Protected Areas." (DApp., A42.) With respect to the woodlands, the Trial Court found: "[a]s to the woodlands located in the protected area, defendant has destroyed considerable vegetation over the last few years, well beyond any exercise of a reserved right for 'mowing of grass' for the simple reason that there was no grass, but rather considerable and diverse vegetation." (DApp., A141.)

ARGUMENT

II. Standard of Review

This case concerns the application of the terms of a contract, i.e., the Declaration, to the facts found by the trial court. The trial court determined that the Declaration was not ambiguous (DApp., p. A115), so it interpreted the meaning and intent of the parties to the contract based upon the language of the Declaration.

> Although ordinarily the question of contract interpretation, being a question of the parties' intent, is a question of fact ... [w]here there is

> definitive contract language, the determination of what the parties intended by their contractual commitments is a question of law.... [T]he interpretation and construction of a written contract present only questions of law, within the province of the court ... so long as the contract is unambiguous and the intent of the parties can be determined from the agreement's face.... [T]he construction and legal effect of the contract [is] a question of law for the court.

Dow-Westbrook, Inc. v. Candlewood Equine Practice, LLC, 119 Conn. App. 703, 711-12 (2010). Because there is definitive contract language, the Trial Court interpreted the Declaration as a matter of law. As such, this Court's review of the Trial Court's interpretation of the Declaration is plenary. *Montoya v. Montoya*, 280 Conn. 605, 612-13 (2006).[3]

III. The Trial Court Properly Found that the Defendant's Conduct Violated the Terms of the Declaration

The Trial Court properly found that the Declaration was clear and unambiguous and properly applied the terms of the Declaration to the facts found at trial.

A. The Declaration is Clear and Unambiguous

The Declaration is clear and unambiguous and can be enforced consistently with its plain meaning. The Declaration contains the following relevant Restrictions in section I:

1.1 No . . . temporary or permanent structure will be constructed, placed or permitted to remain upon the Protected Areas.

1.2 No soil, loam, peat, sand, gravel or other mineral substance . . . will be placed, stored or permitted to remain thereon.

1.3 No soil, loam, peat, sand, gravel, rock, mineral substance or other earth product or material shall be excavated or removed therefrom.

1.4 No trees, grasses or other vegetation thereon shall be cleared or otherwise destroyed.

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[3] In his brief, the Attorney General will address the defendant's arguments that concern the Trial Court's interpretation of the Declaration. He joins the Land Trust in its discussion of the arguments relating to the Trial Court's remediation order.

(D.App., A42-A43.) There is no ambiguity in the Restrictions set forth in section I of the Declaration. Each contains a strong, declarative prohibition stated in definitive terms. For example, "No trees, grasses or other vegetation thereon shall be cleared or otherwise destroyed." This prohibition is absolute and allows for no ambiguity; all the other Restrictions are equally clear.

As noted above, the Reservations in the Declaration provide allowances for certain activities in the Protected Area notwithstanding their inclusion in the Restrictions. If the defendant's violative activities do not fall into one of the categories identified in the Reservations, however, they violate the terms of the Declaration. Only one of the Reservations is even arguably relevant to the landscaping activities the defendant engaged in. It permits the Grantor:

> [T]o conduct and engage in the cultivation and harvesting of crops, flowers and hay; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection therewith.

(Reservation 2.2; D.App., A43.)[4] This reservation permits specific acts in connection with specific objects. This grammatical pattern is consistent throughout the Reservations, e.g., the mowing of grass or the grazing of livestock. There is simply no ambiguity in this language, either in what it disallows or what it allows.

Moreover, the explicitly stated purpose of the Declaration adds definitive clarity to any analysis of whether the Restrictions have been violated. The purpose of the Declaration is "to assure retention of the premises predominantly in their natural, scenic or

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[4] The only other possible reservation applicable to these facts would be the defendant's right to create and maintain views and sight lines. (Reservation 2.1; D.App., A43.) The trial court explicitly rejected this reservation as the basis for any of the defendant's conduct. (D.App., A122.) The defendant has not challenged that determination.

open condition and in agricultural, farming, forest and open space use." (DApp., A44.) Given the specific nature of the terms of the Declaration and its overarching purpose, the language of the Declaration can be applied clearly to the facts of this case.

B. The Trial Court Found Violations of Restrictions And None of the Violations Were Conduct That Was Encompassed By The Reservations.

As noted above, the Trial Court found numerous violations of the Restrictions. The Trial Court stated that the defendant had "proceeded to destroy the existing preserved areas on the defendant's property," (DApp., A115), and that "the defendant's actions were willful and caused great damage to the protected area's natural condition which the defendant was obligated to retain." (DApp., A122.)

It specifically found that "literally tons of soil and sand have been placed on the protected areas, to say nothing of the huge amounts of fertilizer used to install this overreaching landscaping project . . . ." (DApp., A122.) Additionally, "[a]s to the woodlands located in the protected area, defendant has destroyed considerable vegetation over the last few years, well beyond any exercise of a reserved right for 'mowing of grass' for the simple reason that there was no grass, but rather considerable and diverse vegetation." (DApp., A141.)

The Trial Court similarly found that no Reservation protected the defendant's conduct. As noted above, the only Reservation that arguably could protect the defendant's conduct under the circumstances is 2.2.

> 2.2 To conduct and engage in the cultivation and harvesting of crops, flowers and hay; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection therewith.

(DApp., A43.)

The Trial Court rejected the defendant's attempted use of Restriction 2.2 to protect all of its conduct. "Sad, in a way, that Mr. Platner, in his own words, simply circled the word mowing as a reservation in the restriction on his wife's property, and with that tunnel vision proceeded to destroy the existing preserved areas on the defendant's property." The Trial Court elaborated on this point in its March 26, 2015, written order when it discussed the defendant's focus on the single word "mowing" as justification for everything she did. "[The defendant attempted] to use some language in a reservation to completely subvert and eviscerate the clear purpose of the conservation restriction." (DApp., A122.)

Based on these findings, the Trial Court properly found that the defendant had violated several of the Restrictions and that none of the Reservations encompassed the defendant's conduct. Accordingly, the Trial Court's decision should be upheld.

The defendant makes two arguments seeking to undermine the Trial Court's conclusions, neither of which have merit. First, the defendant makes much of the disjunctive "or" that is found in section 3.3 of the Declaration, which provides in relevant part: "The purpose of these restrictive covenants is to assure retention of the premises predominantly in their natural, scenic *or* open condition and in agricultural, farming, forest and open space use and to assure competent, conscientious and effective preservation and management in such condition and use." (Emphasis added; D.App., A44.) The defendant argues that because "or" is between "scenic" and "open condition," the defendant can keep the land in an open condition even if it is not "natural," the first item in that series. (D.Br., 16-17.) When analyzed to its logical end, though, the essence of the defendant's "disjunctive" argument is that the general purpose provision of the Declaration is itself a reservation. She claims that if the property is kept in an open condition, then the

court need not even consider the Restrictions or Reservations. The untenable result of such an interpretation would be that a parking lot would be allowable as "an open condition" for the purposes of the Declaration despite the numerous restrictions it would violate. Such an interpretation is absurd. Courts "will not construe a contract's language in such a way that it would lead to an absurd result." *Welch v. Stonybrook Gardens Co-op., Inc.*, 158 Conn. App. 185, 198 (2015).

Second, the defendant argues that her conduct is permitted because other conduct much more destructive than mowing, seeding, and fertilizing is allowed. (D.Br., 20.) She argues that she could "remove all existing plant life and replace it with corn, or hay grass, or cacti . . ." or "[l]ivestock could have been allowed to graze on any and all of the plants in the Restricted Area." (Reservation 2.2; D.App., A43.) The defendant is right—the destruction of grasses is allowable. But only when it is the result of reserved conduct.

In the defendant's example, the reservation is for the harvesting of crops, flowers, or hay or the grazing of livestock. The creation of a manicured landscape, however, is not conduct expressly reserved for the owner of the property. The Declaration allows the destruction of grasses for the grazing of livestock or the harvesting of crops (the conduct violates a restriction but is permitted by a reservation) but prohibits the destruction of grasses to create a lawn (the conduct violates a restriction but is not saved by a reservation).[5] Just because one reservation would allow the destruction of plants does not mean that the general destruction of plants is permitted.

[5] The Trial Court acknowledged that mowing might be the defendant's only conduct that was reserved by the Declaration (D.App., A122), but made clear that the defendant's entire landscaping program does not fall under "mowing."

In her brief, the defendant tries to describe the Trial Court's decision as somehow untethered to the Restrictions and Reservations in the Declaration. These characterizations of the Trial Court's opinion fail in light of the Trial Court's actual decision, its factual findings, and its interpretation of the Declaration.

IV. If the Declaration is Deemed Ambiguous, It Should Be Interpreted Consistently with the Public Policy It Supports.

The Restrictions and Reservations of the Declaration are clear and unambiguous. Assuming, however, for the sake of argument, if this Court determines that provisions of the Declaration are not clear and unambiguous, they should be interpreted consistently with the explicit purpose of the Declaration and the well-established public policy to conserve natural resources in the State of Connecticut, as reflected in the statutes for the enforcement of conservation and preservation restrictions, Conn. Gen. Stat. §§ 47-42a through 47-42c; the statutory causes of action for encroachment on open space land, Conn. Gen. Stat. § 52-560a; Connecticut's Agriculture Purchase Program, Conn. Gen. Stat. § 22-26cc; and Connecticut's Environmental Protection Act, Conn. Gen. Stat. § 22a-14 et seq.

The rule of interpretation for conservation easements was articulated very recently in *NPC Offices, LLC v. Kowaleski*, 320 Conn. 519 (2016).

> "The general principle that servitudes should be interpreted in favor of validity, in contrast to the old rule that favored construction in favor of free use of land, facilitates safeguarding the public interest in maintaining the social utility of land while minimizing legal disruption of private transactions. A similar role is played by the rule that where two or more reasonable interpretations of a servitude are possible, the one more consonant with public policy is to be preferred." 1 Restatement (Third), Property, Servitudes § 4.1, comment (a), p. 498 (2000).

NPC Offices, LLC v. Kowaleski, 320 Conn. 519, 527 (2016). Therefore, if the language in the Declaration is subject to two reasonable interpretations, the Court should interpret the

Restrictions and Reservations consistently with the public policy to preserve natural, scenic, and open conditions and agricultural, farming, forest, and open space use.

The public policy of the State of Connecticut to protect Connecticut's natural resources is evident in the two statutory schemes pursuant to which the Attorney General joined this action. Conn. Gen. Stat. § 47-42c is a remedial statute that provides for the protection of preserved and conserved property. The exclusive purpose of the legislation is to protect "land and water areas predominantly in their natural, scenic, or open condition or in agricultural, farming, forest, or open space use." § 47-42a(a). Conn. Gen. Stat. § 52-560a is the second statute pursuant to which the Attorney General intervened in this case, and it provides further remedies for the damage or alteration of open space land and vegetation. § 52-560a(a). Indeed, the public policy of protecting open space land is of such importance that the legislature has provided for a damages award of up to five times the cost of restoration. § 52-560a(d).

Two other statutory provisions further exemplify Connecticut's public policy of protecting its natural resources. First, the legislature created a program run by the Connecticut Department of Agriculture whereby the Commissioner of the Department of Agriculture can purchase developmental rights from owners of agricultural land (the "Purchase Program"). Conn. Gen. Stat. § 22-26cc. In support of this legislation, the legislature stated: "the conservation of certain arable agricultural land and adjacent pastures, woods, natural drainage areas and open space area is vital for the well-being of the people of Connecticut." § 22-26aa. The public policy of preserving natural resources (in this case, arable agricultural land) is sufficiently important that the State of Connecticut

uses state funds to purchase the development rights of agricultural land to preserve it as agricultural land.

Second, the State enacted its Environmental Protection Act (the "EPA"), Conn. Gen. Stat. § 22a-14 et seq., in 1971, with the following stated purpose:

> It is hereby found and declared that there is a public trust in the air, water and other natural resources of the state of Connecticut and that each person is entitled to the protection, preservation and enhancement of the same. It is further found and declared that it is in the public interest to provide all persons with an adequate remedy to protect the air, water and other natural resources from unreasonable pollution, impairment or destruction.

Conn. Gen. Stat. § 22a-15. The broad statement of remedial purpose in the EPA is strong evidence of the public policy of protecting the State's natural resources, but the enforcement provision leaves no question as to the policy of this State. In essence, anyone—any person—may maintain an action for declaratory and equitable relief against anyone else "for the protection of the public trust in the air, water and other natural resources of the state . . . ." Conn. Gen. Stat. § 22a-16. In this provision, the legislature has created private attorneys general for the protection of our State's natural resources. This tremendous grant of power shows just how important the protection of our natural resources is for the State of Connecticut.

In her brief, the defendant cites a 2000 Connecticut appellate court case for the proposition that any ambiguity in a conservation restriction covenant should be "construed against the covenant." *Southbury Land Trust, Inc. v. Andricovich*, 59 Conn. App. 785, 791 n.6 (2000). Although *Southbury* involves a conservation easement, the holding in the case does not rely on the proffered rule of interpretation for its holding. The issue in *Southbury* involved whether an exception to a building restriction applied to the circumstances of the case. The court in *Southbury* exercised plenary review and based its decision on the plain

language of the easement, not on a rule of contract construction: "[t]he plain language of . . . the conservation easement clearly allows for the construction of a detached single-family home on parcel C . . . ." *Southbury*, supra, 59 Conn. App. at 790. It is only in a footnote that the court opines that "even if the language were considered ambiguous any doubt would be construed against the covenant." *Southbury*, supra, 59 Conn. App. at 791 n.6. The court's statement regarding the rule of construction is dicta.

Given that the holding in *Southbury* is based on the plain meaning of the conservation restriction in question, and given the recent Connecticut Supreme Court decision in *NPC Offices, LLC v. Kowaleski*, supra, 320 Conn. 519, if the Court finds that provisions in the Declaration are ambiguous, it should interpret those provisions consistently with the public policy to preserve natural, scenic, and open conditions and agricultural, farming, forest, and open space use.

CONCLUSION

The Attorney General contends that the Declaration is clear and unambiguous. Even if the Court concludes there is some ambiguity in the Declaration, though, the Trial Court's factual findings still support the defendant's liability if the Declaration is interpreted consistent with public policy. Indeed, the Trial Court found that the defendant's intent was to change the nature of the Protected Area without regard to the Restrictions, i.e., that the defendant acted against the public policy evident in the Declaration. (DApp., A115.) The Trial Court found that "the defendant's actions were willful and caused great damage to the protected area's natural condition," and that his tunnel vision "led him to attempt to use some language in a reservation *to completely subvert and eviscerate the clear purpose of the conservation restriction.*" (Emphasis added; D.App., A122.) If the public policy of the

Declaration drives the interpretation of the provisions therein, then the Trial Court's finding that the defendant's goal was to "subvert and eviscerate" that public policy, in addition to its specific factual findings of conduct, justifies the conclusion that the defendant violated the Declaration. Regardless of whether the Declaration is ambiguous or not, the defendant clearly violated its terms.

For all the foregoing reasons, the Trial Court decision should be affirmed.

Respectfully submitted,

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CERTIFICATE PURSUANT TO PRACTICE BOOK §67-2

Pursuant to Connecticut Practice Book § 67-2, the undersigned attorney hereby certifies that:

(1) the electronically submitted brief has been delivered electronically to the last known e-mail address of each counsel of record for whom an e-mail address has been provided;

(2) the electronically submitted brief and the paper filed brief have been redacted or do not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order or case law;

(3) the brief being filed with the appellate clerk is a true copy of the brief that was submitted electronically;

(4) the brief complies with all provisions of Conn. Practice Book § 67-2; and

(5) a copy of the brief has been mailed, first class postage prepaid, this 13th day of July, 2016, by Brescia's Printing Service to each counsel of record and to any trial judge who rendered a decision that is the subject matter of the appeal, in compliance with Practice Book § 62-7, at the following addresses:

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